

7/30/2008

LEASE (PORTLAND)

THIS LEASE entered into as of the 2nd day of February, 1981, between McEACHERN CORPORATION, a Washington corporation ("Lessor") and WRIGHT SCHUCHART, INC., a Washington corporation ("Lessee"),

WITNESSETH

A. Lessor and Lessee are parties to that certain Agreement for Sale and Purchase of Assets dated 3 February, 1981 (the "Sale Agreement") whereby Lessor has agreed to sell to Lessee certain of the assets of Lessor's Marine Division.

B. Lessor and Lessee have entered into this Lease, three other leases with respect to three other parcels of property and the improvements thereon (the "Other Leases"), four assignments of leases with respect to four other parcels of property (the "Lease Assignments"), and Lessee has made a Promissory Note (the "Note"), a Security Agreement (the "Security Agreement"), and a Preferred Fleet Ship Mortgage (the "Fleet Mortgage") in favor of Lessor, all as required by and as more fully described in the Sale Agreement.

THEREFORE, in consideration thereof and of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the real property located in Portland, Multnomah County, Oregon which is described more particularly in Exhibit A hereto together with the buildings and other improvements situated or to be situated thereon (the "Premises").

2. Term. This Lease shall be for an initial term ("Initial Term") of one (1) year, commencing on February 2, 1981, and terminating at midnight on January 31, 1982. Lessee shall have the option to renew this Lease up to three (3) times for a term of one (1) year upon each renewal (collectively, the "Renewal Terms") on the same terms and conditions herein at a rental determined as set forth below. Written notice of Lessee's election to exercise the option for each Renewal Term must be given to Lessor at least sixty (60) days prior to the expiration of the then current Initial or Renewal Term. This Lease shall in any event terminate upon the earlier of midnight, January 31, 1985, and the expiration of any Initial or Renewal Term in which Lessee has not exercised its renewal option.



3. Rent. Rental during the Initial Term shall be SIX THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS (\$6,791), which shall be payable monthly in advance to Lessor at 200 S.W. Michigan Street, Seattle, Washington 98106, or at such other address as Lessor shall from time to time advise Lessee in writing. Rental for the month of February, 1981, shall commence on February 2, 1981, and shall be payable on said date. Monthly rental during each respective Renewal Term shall equal the monthly rental during the Initial Term, increased or decreased to reflect proportionate differences in the Consumer Price Index - All Items for All Urban Consumers for the Seattle-Everett area, as published by the United States Department of Labor, Bureau of Statistics (the "Index") between the first day of the Initial Term and the first day of such Renewal Term. Such adjustment shall be made by multiplying the monthly rental during the Initial Term by a fraction, the numerator of which shall be the Index as of the most recent date prior to the first day of such Renewal Term and the denominator of which shall be the Index as of the most recent date prior to the date of this Lease. Rental for the first month of each Renewal Term shall be paid in advance in the amount of monthly rental during the preceding Initial or Renewal Term and shall be adjusted to equal the rental during such Renewal Term by an additional rental payment or by a refund of any excess payment, made without interest, on or before the end of such month. If the Index is discontinued, Lessor shall substitute a similar index of consumer prices.

4. Use. Lessee may use the Premises only for purposes of a construction yard and the maintenance of radio antennae and for such other lawful purposes as may be incidental thereto. Lessee shall not permit the Premises or any part thereof to be used in violation of any federal, state, county or municipal law, regulation, or ordinance, and Lessee shall at all times maintain an orderly business operation with emphasis on cleanliness and safety.

5. Condition of Premises; Maintenance. Lessee acknowledges that it has inspected the Premises, is fully familiar with them and accepts them AS IS, in their present condition and without warranties of any kind by Lessor, whether express or implied. Lessor shall have no obligation to maintain or repair the Premises or any part thereof whatsoever, it being expressly understood that Lessee, at its sole expense: shall keep them in a neat and clean condition and in compliance with applicable laws, paying all governmental fees due with respect thereto; shall at all times keep and maintain the Premises and all appurtenances thereto in good order, repair and condition, both interior and exterior, structural and nonstructural; shall allow no nuisances to exist or be

maintained therein; shall repair all cracked or broken glass; and keep the sidewalks and driveway in and about the Premises free from ice, snow and other obstructions. Lessee shall not commit waste or permit waste to be committed on or to the Premises. Upon termination of the Lease, Lessee shall return and surrender the Premises, and all keys thereto, in good order, repair and condition.

6. Alterations and Improvements. Lessee shall not make any alterations, additions or improvements in or to the Premises without first providing Lessor with the plans and specifications therefor and obtaining the written consent of Lessor thereto. All such alterations, additions and improvements consented to by Lessor shall be made at Lessee's expense. Lessee shall secure any and all governmental permits required in connection with any such work, keep the Premises free from liens, and shall indemnify and hold Lessor harmless from any and all liability, claims and losses resulting therefrom. All alterations, additions and improvements to the Premises, except trade fixtures, shall immediately become the property of Lessor without obligation to pay therefor. Lessee shall, prior to the surrender of the Premises to Lessor, remove all trade fixtures and shall restore the Premises to the same condition that they were in prior to the installation of said items.

7. Taxes. Lessee shall pay before delinquency all real and personal property taxes and assessments on the Premises and on all property and inventory which it maintains on or attaches to the Premises. If taxes or assessments are billed to Lessor, then Lessee shall make such payments to Lessor not less than five (5) days prior to the date on which such must be paid by Lessor, whether annually, semi-annually or monthly. Any payment of taxes to be made pursuant to this paragraph in the years in which this Lease commences and terminates shall be prorated. Lessee may, at its sole cost and expense, in its own name and/or in the name of Lessor, dispute and contest any "taxes" by appropriate proceedings diligently conducted in good faith, but only after Lessee has deposited with Lessor the amount so contested and unpaid which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which time the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties, and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interest, penalties, and other liabilities relating to such proceedings. Lessee hereby indemnifies and agrees to hold harmless the Lessor from and against any cost, damage or expense (including attorneys' fees) in connection with any such proceedings.

8. Utilities. Lessee shall pay when due for all electricity, garbage, water, sewer, telephone, gas, oil and other utilities furnished to or consumed on the Premises during the term hereof.

9. Indemnification. Lessor shall not be liable to Lessee or to any person, firm, or corporation for any injury to or death of any person, or for any loss of or damage to property (including property of Lessee) occurring in or about the Premises from any cause during the term of this Lease, except for Lessor's acts. Lessee agrees to indemnify and save the Premises, Lessor, and Lessor's agents and employees harmless from all loss, damage, liability or expense (including expense of litigation) arising out or resulting from any actual or alleged injury to or death of any persons, or from any actual or alleged loss of or damage to property caused by or resulting from any occurrence on or about the Premises, or caused by or resulting from any act or omission, whether negligent or otherwise, of Lessee, or any officer, agent, employee, contractor, guest, invitee, customer or visitor of Lessee, in or about the Premises or caused by or resulting from the Premises becoming out of repair, from leakage of gas, oil, water or steam or by electricity emanating from the Premises, or from any cause whatsoever. Lessee shall, at its own expense, maintain at all times during the lease term proper liability insurance with a reputable insurance company or companies satisfactory to Lessor in the minimum combined single limit of \$1,000,000 for bodily injury and/or property damage, to indemnify both Lessor and Lessee against claims, demands, losses, damages, liabilities and expense as against which Lessee has herein agreed to indemnify and hold Lessor harmless. Such policy or policies shall name Lessor as one of the insureds, and shall be noncancellable as to Lessor except upon at least thirty (30) days' prior written notice given to Lessor. Lessee shall furnish Lessor with a copy of said policy or policies or other acceptable evidence that said insurance is in effect.

10. Fire or Other Casualty.

a. No loss or damage by fire or other casualty, resulting in either partial or total destruction of the building or improvements on the Premises, shall operate to terminate this Lease, or to relieve or discharge Lessee from the payment of rents or amounts collectible as rent as they become due and payable, or from the performance and fulfillment of any of Lessee's obligations and undertakings herein.

b. If the building or improvements on the Premises or any part thereof are at any time or times during

the continuance of this Lease damaged or destroyed by fire or other casualty, Lessee, with all reasonable diligence, shall repair, reconstruct or replace such buildings or improvements upon the same general plans and dimensions as before the occurrence of each fire or other casualty. All such repair, reconstruction or replacement shall be at the sole cost and expense of Lessee, and, upon the completion thereof, shall be free and clear of all liens and encumbrances of any nature whatsoever, including mechanics' liens.

11. Fire and Extended Coverage Insurance.

a. Lessee shall, at its sole expense, obtain and keep in force at all times during the term hereof, fire and extended coverage insurance on the buildings and improvements on the Premises. The amount of such insurance shall not be less than ninety percent (90%) of the fair market value of such buildings and improvements except that this requirement will be deemed satisfied by a letter from the insurance carrier certifying that any such property is insured to its full insurable value.

b. All insurance required under terms of this paragraph and all renewals thereof shall be issued by companies approved by Lessor and any mortgagee now or hereafter holding a mortgage or other security interest in the Premises (the "Lender"), shall be endorsed with a standard mortgagee rider and shall be payable to Lessor, Lender and Lessee as their interests may appear. Any loss adjustment shall require the joint written consent of Lessor, Lender and Lessee. All policies shall be subject to approval by Lessor and Lender as to form and substance and shall expressly provide that such policies shall not be cancelled, terminated or altered without thirty (30) days' prior written notice to Lessor and Lender. Upon the issuance thereof, each such policy or a duplicate or certificate thereof shall be delivered to Lessor and Lender. Evidence of policy renewals, together with proof of premium payment, shall be furnished to Lessor and Lender thirty (30) days prior to the expiration of the policy term.

c. All amounts that are received under any insurance policy mentioned or described in subparagraph 11.a shall be immediately paid to Lessee for payment of the cost of repair, reconstruction or replacement of the buildings and improvements as herein required. If the insurance proceeds are insufficient to cover the cost of repairing, reconstructing or replacing the buildings and improvements as herein required, Lessee shall promptly pay the deficiency.

12. Assignment or Sublease. Lessee shall not assign or transfer this Lease or any interest therein nor sublet the whole or any part of the Premises, nor shall this Lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Lessor which shall not be unreasonably withheld if the proposed assignee or sublessee is of sufficient financial strength. If Lessor consents to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without Lessor's consent. No such assignment or sublease shall relieve Lessee from its liability hereunder.

13. Access. Lessee will allow Lessor free access to the Premises at all times for the purpose of access for all purposes to and from Lessor's property described in Exhibit B hereto. Lessee will allow Lessor free access to the Premises at all reasonable times for the purposes of inspection, of showing the Premises to prospective tenants, and of making repairs, additions, or alterations to the Premises, or any other property owned by or under the control of Lessor, but this right shall not be construed as an agreement or duty on the part of Lessor to make any such inspections, repairs, additions, or alterations.

14. Eminent Domain. If the whole of the Premises shall be taken by any public or governmental authority under the power of eminent domain, then this Lease shall terminate as of the date possession is taken by such authority and the rent shall be paid up to that date. If only a part of the Premises is taken and the remainder not so taken remains tenantable for the purposes for which Lessee has been using the Premises, then this Lease shall continue in full force and effect as to the remainder of said Premises and all of the terms herein provided shall continue in effect, except that the rental shall be reduced equitably, and Lessor, at its expense, shall make all necessary repairs and alterations to the Premises required by such taking to the extent of awarded damages. All damages awarded for such taking shall belong to and be the property of Lessor whether such damage shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Premises. The term "eminent domain" as used in this paragraph shall include the exercise of any similar governmental power and any purchase, transfer or other acquisition in lieu thereof.

15. Advertising, Signs. Lessee shall not erect, post, install or place any signs in or about the Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld.

16. Insolvency. If Lessee becomes insolvent, files a petition, or is the subject of a petition filed, under any chapter of the federal bankruptcy laws or comparable state law, makes an assignment for the benefit of creditors, or if a receiver, assignee or liquidating officer is appointed for the business of Lessee, then Lessor may cancel this Lease upon three (3) days' notice.

17. Default. Time is of the essence of this Lease. If any rent or other payments due from Lessee hereunder remain unpaid for more than ten (10) days after the date due and payable, or if Lessee violates or breaches any of the other covenants, agreements, stipulations or conditions herein, and Lessee shall not commence and diligently and continuously prosecute the cure of such violations and breaches within thirty (30) days after written notice of such violation or breach, or Lessee shall be in default under any of the Sales Agreement, the Other Leases, the Lease Assignments, the Note, the Security Agreement, or the Fleet Mortgage, then Lessor may, at its option (i) continue this Lease and enforce its rights and remedies hereunder, including Lessee's rental and other payment obligations; or (ii) declare this Lease forfeited and the term hereof ended, and re-enter the Premises and take possession thereof. Notwithstanding any such termination, the liability of Lessee for the rent and other charges provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than herein agreed to, as well as for all other damages and expenses resulting from its default, including the reasonable costs and commissions incurred in such reletting and the reasonable costs of converting the Premises for the next tenant. Delinquent rental and other payments shall bear interest from the date due until paid at the highest rate allowed by law, but in any event not in excess of the rate charged from time to time by Rainier National Bank, Seattle, Washington, to its most credit-worthy customer on 90-day loans, plus two percent (2%) per annum. In the event of an entry in, or taking possession of, the Premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the Premises all personal property located therein, and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof, with the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms

hereof, the balance, if any, to be paid to Lessee. Lessor shall be entitled to enforce one or more of the foregoing remedies either successively or concurrently, and pursuit of one or more remedies shall not estop or prevent Lessor from pursuing any further remedy which it may have hereunder or by law.

18. Attorney's Fees. If Lessor retains an attorney or commences any action to enforce any of the provisions and/or rights under the terms of this Lease, Lessee covenants to pay Lessor all costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing and/or protecting its rights, which costs and expenses shall be included in any judgment entered in such action.

19. Advances by Lessor for Lessee. If Lessee fails to do anything required to be done by it under the terms of this Lease, Lessor may, at its option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Lessor, Lessee shall promptly pay Lessor the amount of that cost, plus interest at the highest rate allowed by law, but in any event not in excess of the rate charged from time to time by Rainier National Bank, Seattle, Washington, to its most credit-worthy customer on 90-day loans, plus two percent (2%) per annum from the date that the cost was incurred by Lessor to the date of Lessee's payment.

20. Waiver. Neither the acceptance of rental nor any other act, forbearance, or omission of Lessor at any time or times after the happening of any breach or default by Lessee hereunder, shall operate as a waiver of any other past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Lessor of its right to cancel or forfeit this Lease due to any other such violation, breach, or failure, or be construed so as to at any future time estop Lessor from promptly exercising any option, right or remedy that it may have under any term or provision of this Lease.

21. Quiet Enjoyment. Upon fully complying with and promptly performing all the terms, covenants and conditions required of it under terms of this Lease, Lessee shall have and quietly enjoy the Premises during the term of this Lease.

22. Notices. All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail, return receipt requested, to Lessor at 200 S.W. Michigan Street, Seattle, Washington 98106, and to Lessee at P.O. Box 3764, Seattle, Washington 98124, or to such other respective addresses as either party hereto may hereafter from

time to time designate in writing. Notices sent by mail shall be deemed received three (3) days after postmark or upon actual receipt, whichever first occurs. Lessor agrees that it shall execute a memorandum of this Lease in recordable form and deliver the same to Lessee for recording.

23. Holding Over. If Lessee remains in possession of the Premises after the expiration or termination of this Lease, without a written lease, it shall be deemed to be occupying and using the same as a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease insofar as they may be applicable to such month-to-month tenancy, except that the monthly rental shall be one and one-half (1-1/2) times the monthly rental in effect on the termination date, computed on a daily basis for each day of the holdover period. Nothing herein shall constitute consent by Lessor for Lessee to hold over.

24. Successors and Assigns. Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon the successors and assigns of the parties hereto.

25. Subordination; Attornment. Lessee accepts this Lease subject and subordinate to any mortgage(s) and deed(s) of trust now or at any time hereafter constituting a lien or charge upon the premises or any portion thereof; provided that any mortgage or deed of trust hereafter granted shall provide that Lessee, if not in default hereunder, shall have and quietly enjoy the Premises during the term of this Lease. Lessee covenants that, if by reason of a default in an underlying mortgage or deed of trust, Lessor's interest in the Premises is terminated, Lessee will attorn to the transferee of Lessor's interest and will recognize such transferee, or such transferee's transferee as Lessor under this Lease. Lessee agrees to execute and deliver, upon the request of such transferee, any instrument which may be required to evidence such subordination and attornment.

26. Survival. All obligations of Lessee hereunder shall survive the expiration or earlier termination of this Lease to the extent not then fully performed, including without limitation all payment obligations with respect to taxes, utilities, and insurance and all obligations concerning the condition of the Premises. Upon the expiration or earlier termination hereof, and prior to vacating the Premises, Lessee shall pay Lessor any amounts reasonably estimated by Lessor as necessary to put the Premises into good condition and repair and the amount of Lessee's obligation hereunder for taxes, utility payments, and insurance premiums for the year in which

the lease expires or terminates. All such amounts shall be used and held by Lessor for said purposes. Lessor shall be paid on demand any additional costs therefor and shall be paid any excess after all such obligations and any other obligations of Lessee to Lessor have been satisfied.

27. Severability. If any term or provision of this Lease, or the applicability thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, and the application of such term or provision to persons, circumstances, or extents other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

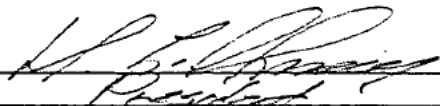
28. Entire Agreement. This Lease contains the entire agreement between the parties with respect to the subject matter hereof and may not be altered, supplemented, or amended except by an instrument in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year first above written.

MCEACHERN CORPORATION

By

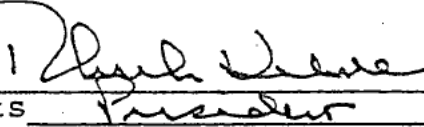
Its


President

WRIGHT SCHUCHART, INC.

By

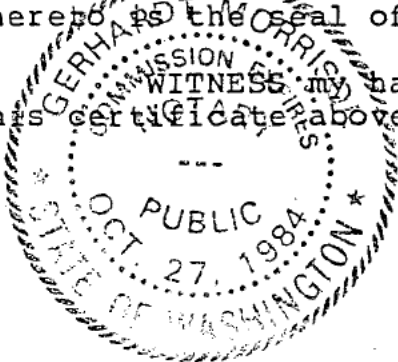
Its


President

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 3 day of February, 1981, before me,
a Notary Public in and for the State of Washington, duly com-
missioned and sworn, personally appeared D.L. Cheney
to me known to be the President of
McEachern Corporation, the corporation named in and which exe-
cuted the foregoing instrument; and he acknowledged to me that
he signed the same as the free and voluntary act and deed of
said corporation for the uses and purposes therein mentioned,
being authorized so to do, and that the corporate seal affixed
thereto is the seal of said corporation.

WITNESS my hand and official seal the day and year in
this certificate above written.

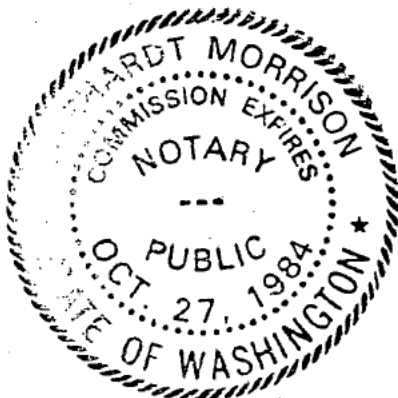


Gerhard Morrison
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 3 day of February, 1981, before me,
a Notary Public in and for the State of Washington, duly com-
missioned and sworn, personally appeared Robert Helms
to me known to be the Pres.
of Wright Schuchart, Inc., the corporation named in and which
executed the foregoing instrument; and he acknowledged to me
that he signed the same as the free and voluntary act and deed
of said corporation for the uses and purposes therein men-
tioned, being authorized so to do, and that the corporate seal
affixed thereto is the seal of said corporation.

WITNESS my hand and official seal the day and year in
this certificate above written.



Gerhard Morrison
Notary Public in and for the State
of Washington, residing at Seattle

EXHIBIT A

The Premises

PARCEL I: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning on the North line of Block C, SPRINGVILLE, now vacated, with the intersection of the Northeasterly line of the Spokane, Portland & Seattle Railway right of way; thence North 52° East 292.9 feet; thence North 38° 46' West 70 feet; thence South 52° West 300.7 feet; thence South 45° 06' East 70.53 feet to the place of beginning.

PARCEL II: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the Southeasterly corner of the tract of land conveyed to Portland Manufacturing Company by deed recorded April 8, 1936 in Book 332 page 556, Deed Records, said point also being on the Northerly line of the tract of land conveyed to (b)(6) by deed recorded May 24, 1921 in Book 853 page 8, Deed Records; thence South 52° West along the Northerly line of said Jacobsen tract 289 feet to the Northeasterly line of the Northern Pacific Railroad right of way also referred to as the Spokane Portland & Seattle Railway right of way; thence Northwesterly along said Northeasterly right of way line to its intersection with the Easterly extension of the Southeasterly line of Ferry Street, said point also being the Southwest corner of the tract of land conveyed to Multnomah County by deed recorded July 12, 1912 in Book 586 page 347, Deed Records; thence North 52° East 292.9 feet to the low water mark of the Willamette River; thence Southeasterly along said low water mark to the place of beginning; SUBJECT TO any rights of the public in and to the portion thereof within the public square, now vacated, as shown on the plat of Springville recorded in Book G, page 255, Deed Records.

PARCEL III: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at a point on the Northeasterly line of the Spokane, Portland & Seattle Railway right of way which is North 38° West 3.94 feet from the Southeasterly line of Lot 2, Block 3, on the plat of Springville, recorded in Book G, page 255, Deed Records; thence Northwesterly along said Northeasterly right of way line 751.17 feet to a point which is North 38° West 753.94 feet from the Southeast corner of the aforesaid Lot 2; thence North 52° East parallel with the Southeasterly line of said Lot 2, a distance of 289 feet to the harbor line of the Willamette River; thence South 48° $13'$ $44''$ East along said harbor line 762.10 feet to a point which is North 52° East from the point of beginning; thence South 52° West 401.77 feet to the place of beginning; EXCEPTING therefrom the portion thereof within NW Front Avenue, as presently established and located and FURTHER EXCEPTING the tract of land conveyed to Multnomah County by deed recorded September 16, 1929 in Book 29 page 28, Deed Records, and being described as follows:

Beginning at a point on the harbor line of the Willamette River which is 80 feet Northerly from, when measured at right angles to the center line of N. Philadelphia Avenue, extended Westerly, said point also being 204 feet Southerly from the Northeast corner of Parcel IV as above described; thence Westerly parallel with the extended center line of said street 100 feet; thence Southerly at right angles 30 feet; thence Westerly parallel with the extended center line of said street, 205 feet to a point on the Northeasterly right of way line of the Spokane, Portland and Seattle Railway which is 50 feet Northerly from, when measured at right angles to, said extended street center line; thence Southerly along said right of way line to a point which is 50 feet Southerly from, when measured at right angles to, said extended street center line; thence Easterly parallel with the Westerly extension of the center line of N. Philadelphia Avenue 194 feet; thence Southerly at right angles 30 feet; thence Easterly, parallel with said extended street center line 140 feet to a point on the harbor line which is 80 feet Southerly from, when measured at right angles to, said extended street center line; thence Northerly along said harbor line 164.9 feet to the place of beginning.

ALSO the following described tracts of land:

(a) All of the Southeasterly 30 feet of the Northwesterly 46.06 feet of Lots 2 and 9, Block 3, SPRINGVILLE, now vacated, lying Southwesterly of the Northeasterly line of the Spokane, Portland & Seattle Railway right of way, EXCEPTING therefrom the portion thereof within said railroad right of way.

(b) A tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle Railway right of way North 38° West 33.94 feet from the Southeasterly line of Lot 2, Block 3, SPRINGVILLE; thence Northwesterly along said right of way line 16.06 feet to a point distant North 38° West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said Northeasterly line to an intersection of said Northeast line with line North 38° West 33.94 feet from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPT FROM ABOVE TRACTS A & B that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL IV: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the Southwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31, page 288, Deed Records, said point lying in the Northeasterly line of NW St. Helens Road (as existed in 1952) 142 feet Southeasterly measured along the said road line, from its intersection with the Northerly line, extended Westerly of Lots 3 and 8, Block 1, SPRINGVILLE, now vacated, said line also being the Northerly line of Tax Lot 10 as shown by the 1940 Tax Roll; thence Southeasterly along the Northeasterly line of NW St. Helens Road (as existed in 1952) to its intersection with the Southeasterly line of the tract of land conveyed to (b) (6) by deed recorded November 5, 1929 in Book 39 page 403, Deed Records, said line being parallel with and North 38° West 33.94 feet from the Southeasterly line, and its Southwesterly extension of Lots 2 and 9, Block 3, SPRINGVILLE; thence North 52° East along the Southeasterly line of said Jacobsen tract 125 feet, more or less, to the Southwesterly line of the Spokane, Portland & Seattle Railway right of way; thence Northwesterly along said right of way line to the Southeasterly line of the above described Multnomah County tract; thence South 55° 48' West along said Southeasterly line 134 feet, more or less, to the place of beginning.

EXCEPT a tract of land beginning at the Southwesterly line of the Spokane, Portland & Seattle Railway right of way North 38° West 33.94 feet from the Southeasterly line of Lot 2, Block 3, SPRINGVILLE; thence Northwesterly along said right of way line 16.06 feet to a point distant North 38° West 50 feet from the Southeast line of Lot 2, Block 3, SPRINGVILLE; thence South 52° West 125 feet, more or less, along a line distant North 38° West 50 feet and parallel with the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE, to the Northeasterly line of St. Helens Road (as existed in 1952); thence Southeasterly 16.06 feet, more or less, along said Northeasterly line to an intersection of said Northeast line with line North 38° West 33.94 feet from the Southeasterly line of Lots 2 and 9, Block 3, SPRINGVILLE extended Southwesterly; thence North 52° East 125 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion acquired by the State of Oregon by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL V: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the Northwesterly line and its Southwesterly extension of Lots 3 and 8, Block 1, SPRINGVILLE, now vacated, said line also being the Northerly line of Tax Lot 10 as shown by the 1940 Tax Roll, with the Northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said Northeasterly road line 26.6 feet to the Northwest corner of the tract of land conveyed to Multnomah County by deed recorded September 27, 1929 in Book 31 page 288, Deed Records; thence North 55° 48' East along the Northwesterly line of said tract 128 feet, more or less, to the Southwesterly line of the Spokane, Portland & Seattle Railway right of way; thence Northwesterly along said Southwesterly right of way line to the Northwesterly line of the aforesaid Lot 3, Block 1, SPRINGVILLE; thence Southwesterly along said Northwesterly line and its Southwesterly extension of Lots 3 and 8, Block 1, SPRINGVILLE, now vacated, to the place of beginning. EXCEPTING THEREFROM that portion acquired by the State of Oregon, by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL VI: A tract of land in Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon, described as follows:

Beginning at the intersection of the Southeasterly line of Lot 2, Block 1, SPRINGVILLE, now vacated, with the Southwesterly line of the Spokane, Portland & Seattle Railway right of way; thence Northwesterly along said right of way line to the Northwesterly line of Block C, Springville, now vacated; thence Southwesterly along said Northwesterly block line and its Southwesterly extension to the Northeasterly line of NW St. Helens Road (as existed in 1952); thence Southeasterly along said Northeasterly road line to its intersection with the Southwesterly extension of the Southeasterly line of Lot 9, Block 1, SPRINGVILLE, now vacated; thence Northeasterly to the point of beginning; TOGETHER with the right to use the roadway under the West end of the St. Johns Bridge.

EXCEPTING THEREFROM that portion acquired by the State of Oregon, by and through its State Highway Commission, Circuit Court Case No. 282435, Multnomah County, Oregon.

PARCEL VII: The following described property in Section 10, Township 1 North, Range 1 West of the Willamette Meridian, in the City of Portland, Multnomah County, Oregon:

Beginning at a point 7 chains and 20 links South of the Northwest corner on the West line of the D.L.C. of (b) (6)

(b) (6) Notification No. 6000, Claim No. 46 in Township 1 North, Range 1 West of the Willamette Meridian; thence South 38° East 3 chains to a point; thence North 60° East 10 chains and 53 links to a point; thence North 38° West 3 chains to a point, 7 chains and 20 links South of the North line of said claim; thence South 60° West 10 chains and 53 links to the place of beginning; EXCEPTING, however, the part of said tract lying West of NW Skyline Boulevard, as now located; SUBJECT to the rights of the public in and to that portion of said property lying within the limits of NW Skyline Boulevard.

EXHIBIT B

Lessor's Property
Adjacent to Premises

A tract of land situated in the Northeast quarter of Section 11, Township 1 North, Range 1 West of the Willamette Meridian, in Multnomah County, Oregon, described as follows:

Commencing at a brass cap set at the intersection of the North line of the W.W. Baker D.L.C. and the Northeasterly right of way line of the S.P. & S. Railroad (said right of way is 60.00 feet); thence South $40^{\circ} 42' 25''$ East along said right of way a distance of 39.79 feet to a point of tangent curve; thence along the arc of an 11,429.16 foot radius curve to the left, through a central angle of $2^{\circ} 39' 43''$, an arc distance of 531.00 feet (the long chord bears South $42^{\circ} 02' 17''$ East a distance of 530.95 feet) to the point of beginning of the tract herein to be described; thence North $53^{\circ} 19' 15''$ East a distance of 382.01 feet to the Willamette River Harbor Line; thence along said Harbor Line South $38^{\circ} 15' 31''$ East, a distance of 616.77 feet to a point on the North line of a tract of land conveyed Multnomah County in Deed recorded July 12, 1912 in Book 586 page 347, Deed Records; thence South $53^{\circ} 19' 15''$ West along the North line of said Multnomah County tract a distance of 324.43 feet to a point in said Northeasterly right of way of the S.P. & S. Railroad; thence North $43^{\circ} 35' 05''$ West along said right of way 577.97 feet to a point of tangent curve; thence along the arc of an 11,429.16 foot radius curve, through a central angle of $0^{\circ} 12' 57''$, an arc distance of 43.05 feet (the long chord bears North $43^{\circ} 28' 37''$ West, a distance of 43.05 feet) to the point of beginning; SUBJECT TO AND TOGETHER WITH a non-exclusive easement to build and maintain a road for access purposes over that portion of a strip of land 25 feet wide lying Southeasterly of the Northwest line of the above described tract, said 25 foot wide strip being described in its entirety as follows: Beginning at a point on the Northeasterly line of the S.P. & S. Railroad Co. 100 foot right of way which is North $40^{\circ} 42' 25''$ West 10.89 feet from the intersection of said Northeasterly right of way line with the Northerly line of the W.W. Baker D.L.C.; thence South $40^{\circ} 42' 25''$ East 10.89 feet to said intersection; thence South 11° East 40.35 feet to an iron rod on the Northeasterly line of the S.P. & S. Railroad Co. 60 foot right of way, said iron pipe being South $40^{\circ} 42' 25''$ East

39.79 feet from the Northerly line of the W.W. Baker D.L.C.; thence along said Northeasterly line of the 60 foot railroad right of way, along the arc of an 11,429.16 foot radius curve to the left, the chord of which bears South 42° 08' 45" East, an arc distance of 574.05 feet to an iron rod; thence continuing along said Northeasterly line of the 60 foot railroad right of way, South 43° 35' 05" East 647.97 feet to the Northerly line of Block C, SPRINGVILLE, being the Southerly line of what was formerly part of NW Ferry Street; thence North 53° 19' 15" East along said Southerly line of Old NW Ferry Street to a point which bears North 46° 24' 55" East 25 feet from, at right angles to, said railroad right of way; thence Northwesterly along a line parallel with and 25 feet Northeasterly from when measured at right angles to, the Northeasterly right of way line of the S.P. & S. Railroad Co. 60 foot right of way, a distance of 1224 feet, more or less, to a point which bears North 48° 17' 35" East 25 feet from the iron rod first designated above, (said iron rod being on the Northeasterly) line of the S.P. & S. Railroad Co. 60 foot right of way at a point which is South 40° 42' 25" East 39.79 feet from the Northerly line of the W.W. Baker D.L.C.); thence North 11° West 40.35 feet to a point which bears North 48° 17' 35" East 25 feet from the intersection of the Northerly line of the W.W. Baker D.L.C. with the Northeasterly line of the S.P. & S. Railroad Co. 100 foot right of way; thence North 40° 42' 25" West 5.0 feet, more or less, to a point which bears North 62° 37' 35" East from the point of beginning; thence South 62° 37' 35" West 26 feet, more or less, to the point of beginning; RESERVING, HOWEVER, a non-exclusive easement to build and maintain a road for access purposes over that portion of the above described 25 foot wide strip lying in what was formerly NW Ferry Street.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this second day of February, 1981, by and between MCEACHERN CORPORATION, a Washington corporation ("Lessor") and WRIGHT SCHUCHART, INC., a Washington corporation ("Lessee").

1. This memorandum reflects that Lessor has leased to Lessee the real property located in Portland, Multnomah, Oregon which is described more particularly in Exhibit A hereto, together with the buildings, docks, residence and other improvements situated or to be situated thereon.

2. The term of the Lease is for a period of one (1) year, commencing on February 2, 1981, and terminating at midnight on January 31, 1982. Lessee, pursuant to the Lease, has an option to renew the Lease for three (3) additional terms of one (1) year.

3. The rentals to be paid by Lessee to Lessor and all of the obligations and rights of Lessee and Lessor with respect to the premises leased to Lessee are set forth in that certain Lease dated February 2, 1981 and executed by both Lessee and Lessor.

IN WITNESS WHEREOF, the parties have signed and acknowledged this Memorandum of Lease as of the day and year first above written.

MCEACHERN CORPORATION

By: *[Signature]*

Its *[Signature]*

WRIGHT SCHUCHART, INC.

By: *[Signature]*

Its *[Signature]*

STATE OF WASHINGTON)
) ss.
COUNT OF King)

On this 3 day of Feb, 1981, before me personally appeared D.L. Cheney, to me known to be the Dres, of MCEACHERN CORPORATION, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



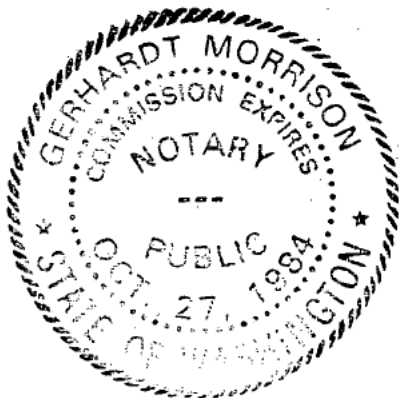
Gerhard Morrison

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNT OF King)

On this 3 day of February, 1981, before me personally appeared Larry Walker, to me known to be the Sec., of WRIGHT SCHUCHART, INC. the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Gerhard Morrison

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

P. O. Box 3764

Seattle, Washington 98124

Phone (206) 447-7654

Wright Schuchart, Inc.



January 12, 1982

Mr. James W. Wuscher
Executive Vice President
McEachern Corporation
Suite 500
1200 Westlake Avenue North
Seattle, Washington 98109

RECEIVED
JAN 13 1982

RICHARD E. BANGERT II

Dear Jim:

Wright Schuchart, Inc. hereby exercises its option to renew for one year, commencing February 1, 1982 through January 31, 1983, its lease for the Portland yard. Rent will be paid at the existing rate until notification is received regarding the monthly rental for the Renewal Term.


Very truly yours,

WRIGHT SCHUCHART, INC.

C. Larry Walker
Executive Vice President

CLW/d1

bcc R. M. Helsell
W. H. Epping
R. E. Bangert
L. L. Worth



INCORPORATED UNDER THE LAWS OF


WASHINGTON

Shares 50,000

WRIGHT SCHUCHART, INC.

COMMON STOCK

THIS CERTIFIES THAT



SPRAGUE RESOURCES CORPORATION

FIFTY THOUSAND

WRIGHT SCHUCHART, INC.

transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this certificate properly endorsed.

In Witness Whereof the said Corporation has caused this Certificate to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation

this 16 day of May 1984

[Signature]

Secretary

[Signature]

President

STAMP: \$1.00 EACH

© 1984 S 3

SUBJECT TO RESTRICTIONS ON REVERSE SIDE

The assignor is not bound to any charge upon receipt of any amount charge a full
amount of the designations, preferences, limitations, and other rights of the shares of
each class or series thereof authorized to be issued and the dividends in the future rights
of preferences between the shares of each such series as far as the same has been fixed

For Value Received, hereby sell, assign and transfer
unto Fletcher Schuchart Helzell Limited

Shares of the 'Capital Stock' represented by the within
Certificate, and do hereby irrevocably constitute and appoint

to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises.

Dated October 6 1987

In presence of
Allen D. Mac

Seague Resources Corp

Vice President.

NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE
OF THE CERTIFICATE, IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER

FILED
STATE OF WASHINGTON

MAR - 1 1993

RALPH MUNRO
SECRETARY OF STATE

ARTICLES OF AMENDMENT

Pursuant to RCW 23B.10.060 of the Washington Business Corporation Act, the following Articles of Amendment to Articles of Incorporation are herewith submitted for filing.

ARTICLE 1. The name of record of the corporation is Wright Schuchart, Inc.

ARTICLE 2. The text of each amendment as adopted is as follows:

Article I is amended in its entirety as follows:

ARTICLE I

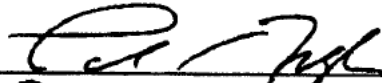
NAME

The name of this corporation shall be Fletcher General, Inc.

ARTICLE 3. The date of adoption of the amendment was March 1, 1993 to be effective March 1, 1993.

ARTICLE 4. The amendment was adopted by duly approved shareholder action in accordance with the provisions of RCW 23B.10.030 and RCW 23B.10.040.

Dated March 1, 1993.



Paul C. Myhr Secretary
(Name and Title of Officer)

Office of Secretary of State
State of Washington

FILED

JAN 04 1990

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF AMENDMENT

Pursuant to the provisions of RCW 23A.16 of the Washington Business Corporation Act, the following Articles of Amendment to Articles of Incorporation are herewith submitted for filing.

ARTICLE 1: The name of record of the corporation is:

Wright Schuchart, Inc.

ARTICLE 2: The amendments to the Articles of Incorporation as adopted is are as follows:

1. Article XII of the Articles of Incorporation of the corporation shall be deleted and replaced with the following:

ARTICLE XII

Limitation of Directors' Liability

A director shall have no liability to the corporation or its shareholders for monetary damages for conduct as a director, except for acts or omissions that involve intentional misconduct by the director, or a knowing violation of law by the director, or for conduct violating RCW 23A.08.450, or for any transaction from which the director will personally receive a benefit in money, property or services to which the director is not legally entitled. If the Washington Business Corporation Act is hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director shall be eliminated or limited to the full extent permitted by the Washington Business Corporation Act, as so amended. Any repeal or modification of this Article shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification for or with respect to an act or omission of such director occurring prior to such repeal or modification.

2. The following Article is added as an additional Article of the corporation:

ARTICLE XIV

Indemnification of Directors and Officers

Section 1. Right to Indemnification. To the maximum extent permitted by applicable law, each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the corporation or, while a director or officer, he or she is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the corporation against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 2 of this Article with respect to proceedings seeking to enforce rights to indemnification, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this Section 1 shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however,

that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Section 1 or otherwise. For the purposes herein, "applicable law" shall at all times be construed as the applicable law in effect at the date indemnification may be sought, or the law in effect at the date of the action or actions of the director or officer which give rise to the seeking of indemnification, whichever is most favorable to the director or officer. As of the date hereof, applicable law shall include RCW 23A.08.025, including, without limitation, the further indemnification rights described in subsection (8) thereof.

Section 2. Right of Claimant to Bring Suit. If a claim under Section 1 of this Article is not paid in full by the corporation within sixty (60) days after a written claim has been received by the corporation, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the corporation), and thereafter the corporation shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the corporation (including its board of directors, independent legal counsel or its shareholders) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the corporation (including its board of directors, independent legal counsel or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement

of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

Section 3. Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, Bylaws, agreement, vote of shareholders or disinterested directors or otherwise.

Section 4. Insurance, Contracts and Funding. The corporation may maintain insurance, at its expense, to protect itself and any director, trustee, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act. The corporation may, without further shareholder action, enter into contracts with any director or officer of the corporation in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

Section 5. Indemnification of Employees and Agents of the Corporation. The corporation may, by action of its board of directors from time to time, provide indemnification and pay expenses in advance of the final disposition of a proceeding to employees and agents of the corporation with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the corporation or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act or otherwise.

ARTICLE 3: The date of adoption of the amendments was:

10/31/89

ARTICLE 4: The amendment(s) was (were) adopted by:
(Check one of the statements)

☐ By resolution of the board of directors as no
shares have been issued.

OR

☒ By the shareholders.

IF THE AMENDMENT WAS ADOPTED BY THE SHAREHOLDERS, ARTICLES 4,
5, 6, 7 & 8 MUST BE COMPLETED.

ARTICLE 4: The number of shares of the corporation
outstanding at the time of such adoption was 50,000; and the
number of shares entitled to vote thereon was 50,000.

ARTICLE 5: The designation and number of outstanding
shares of each class entitled to vote as a class is as follows:

<u>CLASS</u>	<u>NUMBER OF SHARES</u>
Common	50,000

ARTICLE 6: The number of shares that voted for the
amendment was 50,000; and the number of shares that voted
against the amendment was 0.

ARTICLE 7: The number of shares of each class entitled to
vote as a class that voted for and against such amendment,
respectively, was:

<u>CLASS</u>	<u>NUMBER OF SHARES</u>
Common	For: 50,000 Against: 0

ARTICLE 8: The manner in which any exchange, reclassification, or cancellation of issued shares shall be effected, is as follows: No change.

I certify that I am an officer of the above named corporation and am authorized to execute these articles on behalf of the corporation.

Dated: January 3, 19 90.

Paul C Myhre Senior Vice President, Treasurer
(Signature of Officer - Title) Paul C Myhre

STATE OF WASHINGTON
MAR 29 2001
SECRETARY OF STATE

ARTICLES OF MERGER
(Washington)

of

FLETCHER GENERAL, INC., a Washington corporation
(nonsurviving corporation),

FLETCHER CONSTRUCTION COMPANY NORTHWEST, a Washington corporation
(nonsurviving corporation),

FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware
corporation
(nonsurviving corporation),

with and into

FLETCHER CONSTRUCTION COMPANY NORTH AMERICA, a Delaware corporation
(surviving corporation)

Pursuant to the provisions of the Washington Business Corporation Act, FLETCHER CONSTRUCTION COMPANY NORTH AMERICA, a Delaware corporation, hereby delivers to the Washington Secretary of State for filing the following Articles of Merger:

1. Plan of Merger. The Agreement and Plan of Merger is attached to these Articles of Merger as Exhibit A.

2. Shareholder Approval. The Plan of Merger was duly approved by the shareholders of each of Fletcher General, Inc. and Fletcher Construction Company Northwest pursuant to RCW 23B.11.030. and by the shareholders of Fletcher Construction Company (Delaware) Limited and Fletcher Construction Company North America pursuant to Section 228 of the General Corporation Law of Delaware, in each case by unanimous written consent dated March 23, 2001.

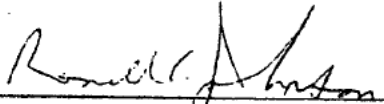
3. Effective Time and Date. The merger shall become effective on March 23, 2001, or upon the filing of these documents with the Washington Secretary of State.

EXECUTED this 28th day of March, 2001.

Surviving Corporation:

FLETCHER CONSTRUCTION
COMPANY NORTH AMERICA

By:


Ronald A. Johnson, Secretary

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3/27/01 3:03 PM (26931.0001)

AGREEMENT AND PLAN OF MERGER
OF
FLETCHER CONSTRUCTION COMPANY NORTH AMERICA
AND
FLETCHER GENERAL, INC.
AND
FLETCHER CONSTRUCTION COMPANY NORTHWEST
AND
FLETCHER CONSTRUCTION COMPANY (Delaware) LIMITED

THIS AGREEMENT AND PLAN OF MERGER (the "Agreement"), dated as of March 23, 2001, is by and between FLETCHER CONSTRUCTION COMPANY NORTH AMERICA, a Delaware corporation ("Surviving Corporation"), and FLETCHER GENERAL, INC., a Washington corporation, and FLETCHER CONSTRUCTION COMPANY NORTHWEST, a Washington corporation, and FLETCHER CONSTRUCTION COMPANY (Delaware) LIMITED, a Delaware corporation (each a "Disappearing Corporation" and collectively, the "Disappearing Corporations").

BACKGROUND

A. The parties hereto desire that each Disappearing Corporation shall be merged with and into Surviving Corporation; that Surviving Corporation shall be the surviving corporation; and that shares of the capital stock of each Disappearing Corporation which are outstanding immediately prior to the effective time of the merger, other than those shares for which "appraisal rights" are exercised pursuant to Section 262 of the Corporation Law or Chapter 23B.13 of the WBCA, shall be converted into one share of the capital stock of Surviving Corporation.

AGREEMENT

In consideration of the premises and agreements set forth herein, THE PARTIES AGREE AS FOLLOWS:

1. Definitions. When used in this Agreement, the following terms shall have the following meanings:

"Closing Date" shall mean such date as the parties may hereafter mutually agree upon not later than March 23, 2001.

"Corporation Law" shall mean the General Corporation Law of the State of Delaware, as in effect from time to time.

"Disappearing Corporation Share" shall mean for each Disappearing Corporation a share of the Common Stock of such Disappearing Corporation.

"Effective Time" shall mean 11:59 p.m. on the Closing Date, or such other time and date specified in the certificate of merger filed with the Delaware Secretary of State and the articles of merger filed with the Secretary of State of the State of Washington when, under the Corporation Law and the WBCA, the Merger becomes effective.

"Merger" shall mean the merger of the Disappearing Corporations into Surviving Corporation in accordance with this Agreement.

"Surviving Corporation Share" shall mean a share of the Common Stock of Surviving Corporation.

"WBCA" shall mean the Business Corporation Act of the State of Washington, as in effect from time to time.

2. Merger

2.1. Filings. Subject to the provisions hereof, on the Closing Date, the Disappearing Corporations and Surviving Corporation, as applicable, shall cause a certificate of merger meeting the requirements of Section 103 of the Corporation Law to be filed with the Delaware Secretary of State in accordance with the Corporation Law and articles of merger meeting the requirements of Section 23B.11.050 of the WBCA to be filed with the Washington Secretary of State in accordance with WBCA, and they shall concurrently take such other actions as may be necessary or convenient to make the Merger effective.

2.2. Merger. At the Effective Time:

(a) the Merger shall become effective under the Corporation Law and the WBCA, each Disappearing Corporation shall merge into Surviving Corporation, the separate existence of each Disappearing Corporation shall cease, and Surviving Corporation shall continue as the surviving corporation under the Corporation Law;

(b) the articles of incorporation of Surviving Corporation in effect at the Effective Time shall continue as the articles of incorporation of Surviving Corporation and shall not be amended by the Merger;

(c) the bylaws of Surviving Corporation in effect at the Effective Time shall continue as the bylaws of Surviving Corporation and shall not be amended by the Merger;

(d) each officer and director of Surviving Corporation in office immediately before the Effective Time shall remain as an officer or director in the same capacity of Surviving Corporation;

(e) each Disappearing Corporation Share outstanding immediately before the Effective Time shall be converted as provided in Section 3 hereof; and

(f) without further transfer, act or deed, the separate existence of Disappearing Corporation shall cease; and Surviving Corporation shall succeed, without other transfer, to all the rights and property, of whatever kind of each Disappearing Corporation and shall be subject to all the debts and liabilities of each in the same manner as if Surviving Corporation had itself incurred them; and all rights of creditors and all liens upon the property of each Disappearing Corporation shall be preserved unimpaired, provided that such liens upon the property of each Disappearing Corporation shall be limited to the property affected thereby immediately before the Effective Time; and any action or proceeding by or against each Disappearing Corporation may be prosecuted to judgement, which shall bind Surviving Corporation, or Surviving Corporation may be proceeded against or substituted in the place of each Disappearing Corporation in any such action or proceeding.

2.3. Further Assurances. Each Disappearing Corporation agrees that if, at any time after the Effective Time, Surviving Corporation shall consider or be advised that any further deeds, assignments or assurances are necessary or desirable to vest, perfect or confirm in Surviving Corporation title to any property or rights of the Disappearing Corporations, Surviving Corporation and its officers and directors may execute and deliver all such proper deeds, assignments and assurances and do all other things necessary or desirable to vest, perfect or confirm title to such property or rights in Surviving Corporation and otherwise to carry out the purposes of this Agreement, in the name of Disappearing Corporations or otherwise.

3. Conversion of Shares

3.1. Disappearing Corporation Shares. At the Effective Time, all of the issued and outstanding Disappearing Corporation Shares of each Disappearing Corporation immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the Surviving Corporation, be converted into one fully paid and nonassessable Surviving Corporation Share.

3.2. Exchange of Certificates.

3.2.1 Old Stock Certificates. At and after the Effective Time, all of the outstanding certificates which immediately prior to the Effective Time represented

Disappearing Corporation Shares of each Disappearing Corporation shall be deemed for all purposes to evidence ownership of, and to represent one share of Surviving Corporation's common stock into which the Disappearing Corporation Shares of each Disappearing Corporation formerly represented by such certificate(s) will have been converted as provided in this Agreement. Holders of a certificate or certificates representing Disappearing Corporation Shares issued and outstanding immediately before the Effective Time shall not be required to surrender such certificate(s) to Surviving Corporation.

3.2.2 Validity of Stock. At the Effective Time, the Surviving Corporation Shares into which all of the Disappearing Corporation Shares of each Disappearing Corporation are converted pursuant to the Merger shall be validly issued, fully paid and nonassessable, and shall be issued in full satisfaction of all rights pertaining to the such corresponding Disappearing Corporation Shares.

3.2.3 Rights of Former Holders. At and after the Effective Time, no holder of certificates which evidenced Disappearing Corporation Shares immediately prior to the Effective Time shall have any rights with respect to the shares formerly evidenced by those certificates, other than to receive one Surviving Corporation Share into which the Disappearing Corporation Shares of each Disappearing Corporation shall have been converted pursuant to the Merger.

4. Miscellaneous

4.1. Assignment; Successors and Assigns. No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, personal representatives, and permitted assigns.

4.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts entered into and to be performed wholly within the State of Delaware.

4.3. Termination. This Agreement may be terminated and the Merger abandoned at any time before the Effective Time by mutual action of the Boards of Directors of Surviving Corporation and each Disappearing Corporation.

4.4. Counterparts. This Agreement may be signed in counterparts with the same effect as if the signatures of each party were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

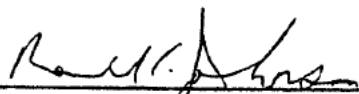
Surviving Corporation:

Disappearing Corporations:

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA, a Delaware corporation

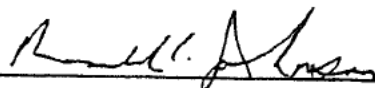
FLETCHER GENERAL, INC.
a Washington corporation

By:



Ronald A. Johnson
Secretary

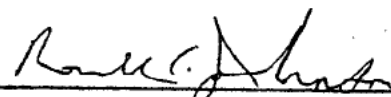
By:



Ronald A. Johnson
Secretary

FLETCHER CONSTRUCTION
COMPANY NORTHWEST, a
Washington corporation

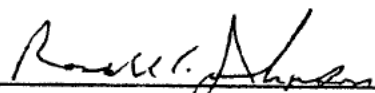
By:



Ronald A. Johnson
Secretary

FLETCHER CONSTRUCTION
COMPANY (Delaware) LIMITED, a
Delaware corporation

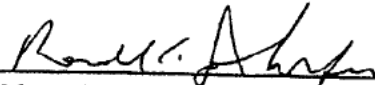
By:



Ronald A. Johnson
Secretary

CERTIFICATE OF SECRETARY OF
FLETCHER CONSTRUCTION COMPANY NORTH AMERICA

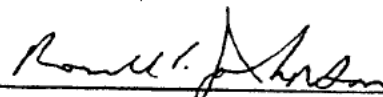
The undersigned, being the Secretary of Fletcher Construction Company North America, does hereby certify that written consent has been given to the adoption of the foregoing Agreement and Plan of Merger by the holder of all of the outstanding stock of said corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.



Ronald A. Johnson, Secretary

CERTIFICATE OF SECRETARY OF
FLETCHER GENERAL, INC.

The undersigned, being the Secretary of Fletcher General, Inc., does hereby certify that written consent has been given to the adoption of the foregoing Agreement and Plan of Merger by the holder of all of the outstanding stock of said corporation, in accordance with the provisions of Section 23B.07.040 of the Business Corporation Act of the State of Washington.



Ronald A. Johnson, Secretary

CERTIFICATE OF SECRETARY OF
FLETCHER CONSTRUCTION COMPANY NORTHWEST

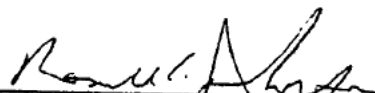
The undersigned, being the Secretary of Fletcher Construction Company Northwest, does hereby certify that written consent has been given to the adoption of the foregoing Agreement and Plan of Merger by the holder of all of the outstanding stock of said corporation, in accordance with the provisions of Section 23B.07.040 of the Business Corporation Act of the State of Washington.



Ronald A. Johnson, Secretary

CERTIFICATE OF SECRETARY OF
FLETCHER CONSTRUCTION COMPANY (Delaware) LIMITED

The undersigned, being the Secretary of Fletcher Construction Company (Delaware) Limited, does hereby certify that written consent has been given to the adoption of the foregoing Agreement and Plan of Merger by the holder of all of the outstanding stock of said corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.



Ronald A. Johnson, Secretary



Office of Secretary of State

I, MICHAEL HARKINS, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF FLETCHER SCHUCHART HELSELL LIMITED FILED IN THIS OFFICE ON THE TWENTIETH DAY OF SEPTEMBER, A.D. 1988, AT 9 O'CLOCK A.M.

! ! ! ! ! ! ! ! ! !



882640046


Michael Harkins, Secretary of State

AUTHENTICATION:

11969074

DATE:

12/09/1988

FILED

SEP 20 1988

Myrtle H. H. H.
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

FLETCHER SCHUCHART HELSELL Limited (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That by Consent to Action in Lieu of a Meeting of the Board of Directors, a resolution was duly adopted setting forth a proposed amendment of the Certificate of Incorporation of the Corporation, declaring said amendment to be advisable and directing that the resolution be presented for the consideration of the sole stockholder of the Corporation. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the name of the Corporation shall be changed to FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED;

SECOND: That pursuant to Section 228 of the General Corporation Law of the State of Delaware, the holder of all of the Corporation's outstanding stock executed a written consent to approve and adopt said amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Fletcher Schuchart Hellsell Limited has caused this Certificate to be signed and attested by its duly authorized officers this 6th day of DECEMBER, 1988.

FLETCHER SCHUCHART HELSELL Limited

By: *Paul J. H.*

Its Vice President

ATTEST:

John M. H.
Assistant Secretary

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DISSOLUTION OF "FLETCHER CONSTRUCTION COMPANY NORTH AMERICA", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 2007, AT 12:40 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



2161447 8100

070751359

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5809382

DATE: 07-02-07

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:45 PM 06/26/2007
FILED 12:40 PM 06/26/2007
SRV 070751359 - 2161447 FILE

**CERTIFICATE OF DISSOLUTION
OF
FLETCHER CONSTRUCTION COMPANY NORTH AMERICA**

FLETCHER CONSTRUCTION COMPANY NORTH AMERICA, a Delaware corporation (the "Corporation"), hereby certifies as follows:

1. The name of the Corporation is FLETCHER CONSTRUCTION COMPANY NORTH AMERICA.

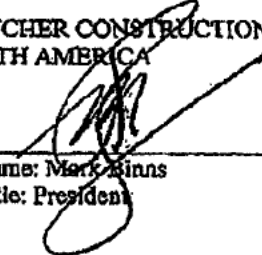
2. The dissolution of the Corporation was authorized by written consent on May 6, 2005, by the board of directors and the stockholders of the Corporation in accordance with §§ 275(a) and (b), 141(f) and 228 of the General Corporation Law of the State of Delaware.

3. The names and addresses of all of the officers and directors of the Corporation are:

<u>Name</u>	<u>Title</u>	<u>Address</u>
CARL MUNKOWITS	Director	(b) (6) Auckland, New Zealand
MARK BINNS	Director/President	(b) (6) Auckland, New Zealand
RON JOHNSON	Vice-President/ Secretary/ Treasurer	(b) (6) Bellevue, WA 98006

The undersigned, intending that his signature constitute an acknowledgment within the meaning of § 103 of the General Corporation Law of the State of Delaware, has executed this Certificate on 10th October, 2006.

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA

By 
Name: Mark Binns
Title: President

State of Delaware
Office of the Secretary of State

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"FLETCHER CONSTRUCTION COMPANY NORTHWEST", A WASHINGTON CORPORATION,

"FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED", A DELAWARE CORPORATION,

"FLETCHER GENERAL, INC.", A WASHINGTON CORPORATION,

WITH AND INTO "FLETCHER CONSTRUCTION COMPANY NORTH AMERICA" UNDER THE NAME OF "FLETCHER CONSTRUCTION COMPANY NORTH AMERICA", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-THIRD DAY OF MARCH, A.D. 2001, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

2161447 8100M

AUTHENTICATION: 1042000

010144566

DATE: 03-23-01

**CERTIFICATE OF MERGER
MERGING
FLETCHER GENERAL, INC.,
FLETCHER CONSTRUCTION COMPANY NORTHWEST,
AND
FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED
WITH AND INTO
FLETCHER CONSTRUCTION COMPANY NORTH AMERICA**

Pursuant to Section 252 of the General Corporation Law of
the State of Delaware

Fletcher Construction Company North America, a Delaware corporation, does
hereby certify as follows:

FIRST: That the name and state of incorporation of each of the constituent
corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Fletcher General, Inc. ("GENERAL")	Washington
Fletcher Construction Company Northwest ("NORTHWEST")	Washington
Fletcher Construction Company (Delaware) Limited ("DELAWARE")	Delaware
Fletcher Construction Company North America ("NORTH AMERICA")	Delaware

SECOND: That an Agreement and Plan of Merger (the "Merger Agreement"),
dated as of March 23, 2001, between NORTH AMERICA and GENERAL,
NORTHWEST and DELAWARE, setting forth the terms and conditions of the merger of
GENERAL, NORTHWEST and DELAWARE with and into NORTH AMERICA (the
"Merger"), has been approved, adopted, certified, executed and acknowledged by each of
the constituent corporations in accordance with Section 252 of the Delaware Law.

THIRD: That the name of the surviving corporation in the merger herein certified
(the "Surviving Corporation") is Fletcher Construction Company North America, which
will continue its existence as the surviving corporation under its present name.

FOURTH: That the Certificate of Incorporation of NORTH AMERICA, as now
in full force and effect, is the Certificate of Incorporation of the Surviving Corporation.

FIFTH: That the authorized stock and par value of GENERAL, one of the non-Delaware corporations, is 100,000 shares at \$100.00 par value per share.

SIXTH: That the authorized stock and par value of NORTHWEST, one of the non-Delaware corporations, is 50,000 shares at no par value.

SEVENTH: That a copy of the Merger Agreement as executed is on file at the principal place of business of the Surviving Corporation at the following address:

6505 - 226th Place S.E.
Suite 120
Issaquah, WA 98027

EIGHTH: That a copy of the Merger Agreement as executed will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation in the Merger.

NINTH: That the Merger shall become effective as of 11:59 p.m. EST on March 23, 2001.

IN WITNESS WHEREOF, NORTH AMERICA has caused this Certificate of Merger to be executed in its corporate name on March 23, 2001.

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA, a Delaware corporation

By:



Ronald A. Johnson
Secretary

CONSENT TO ACTION IN LIEU OF
JOINT MEETING OF THE BOARD
OF DIRECTORS & SHAREHOLDER OF
FLETCHER SCHUCHART HELSELL LTD
EFFECTIVE 29 JUNE 1988

The Shareholder and Board of Directors of FLETCHER SCHUCHART HELSELL Ltd, a Delaware corporation, (hereinafter the Corporation) hereby adopt the following actions and resolutions effective 29 June 1988, by this unanimous consent in lieu of meeting as authorized by, and in compliance with, and pursuant to Delaware law:

DIRECTORS

WHEREAS, Robert M. Helsell and George S. Schuchart, Sr. have resigned as Directors of the Corporation:

RESOLVED, that the resignations of Robert M. Helsell and George S. Schuchart, Sr. be and hereby are accepted; and

FURTHER RESOLVED, that John G. Smith be and hereby is removed as a Director of the Corporation, but shall continue as the President of the Corporation, and that Kenneth R. Kupchak be and hereby is appointed to serve as a Director until he resigns or is removed.

TRANSFER OF STOCK

WHEREAS, Fletcher Construction Company (USA) Limited, a Delaware corporation, now holds by assignment one hundred percent (100%) of all issued and outstanding shares of stock in the Corporation;

RESOLVED, that the Secretary of the Corporation cancel Stock Certificate No.1 representing six thousand (6,000) shares of common stock in the company and re-issue said stock as Stock Certificate No.4 in the name of Fletcher Construction Company (USA) Limited.

CAPITAL

RESOLVED, that the Corporation accept a capital contribution of \$3,000,000 from Fletcher Construction Company (USA) Limited.

RESOLVED, that the Corporation contribute capital of \$3,000,000 to Wright Schuchart Inc.

LOAN

RESOLVED, that the Corporation accept a loan of \$11,516,000 from Fletcher Construction Company (USA) Limited; and

CONSENT TO ACTION IN LIEU OF MEETING OF
THE BOARD OF DIRECTORS AND SOLE SHAREHOLDER OF

FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation (the "Corporation"), do hereby consent to the adoption of and do hereby adopt the following actions and resolutions effective December 31, 1997, by this unanimous consent in lieu of joint meeting as authorized by, in compliance with, and pursuant to Delaware law and direct that this consent be filed with the minutes of the proceedings of the Board of Directors and Shareholder:

TRANSFER OF SUBSIDIARY'S SHARES

WHEREAS, the Corporation is the sole shareholder of FLETCHER GENERAL, INC., a Washington corporation ("Subsidiary");

WHEREAS, the Corporation desires to transfer all of its shares in the Subsidiary to the Shareholder by declaring a dividend;

NOW, THEREFORE, IT IS RESOLVED, that the Corporation hereby declares a dividend of all the Subsidiary shares held by the Corporation.

RESOLVED, that each officer of the Corporation be and hereby is authorized, empowered and directed to execute such documents and to take such actions as shall be necessary, desirable or appropriate to give effect to the above actions and resolutions, including without limitation, executing and filing any documents required by the government.


This consent may be executed in multiple counterparts, each of which when executed will be deemed an original, but all of which will constitute one and the same consent, which will be binding upon all signatories notwithstanding that all parties are not signatories to the original or to the same counterpart and irrespective of the date of each counterpart's execution and delivery.

The parties hereto mutually agree that facsimile signatures on this consent and any addenda and/or other document related to the transaction contemplated herein will be binding

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation, hereby approve the foregoing consent to all actions set forth therein, and hereby consent to the holding of a joint meeting of the Directors and Sole Shareholder by consent in lieu of meeting and waive all notice of the time and place of said meeting.

MARK BINNS

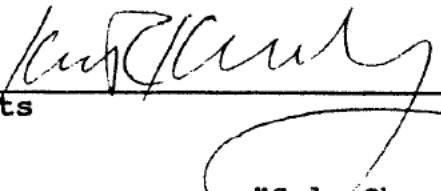
DENNIS N. WATTS



KENNETH R. KUPCHAK

"Directors"

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA

By 


Its

"Sole Shareholder"

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation, hereby approve the foregoing consent to all actions set forth therein, and hereby consent to the holding of a joint meeting of the Directors and Sole Shareholder by consent in lieu of meeting and waive all notice of the time and place of said meeting.


MARK BURNS


DENNIS N. WATTS


KENNETH R. KUPCHAK

"Directors"

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA

By _____
Its

"Sole Shareholder"

FEB-04-98 18:28 From: DAMON KEY BOCKEN LEONG KUPCHAR

8085332242

T-000 P.00/20 Job-224

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation, hereby approve the foregoing consent to all actions set forth therein, and hereby consent to the holding of a joint meeting of the Directors and Sole Shareholder by consent in lieu of meeting and waive all notice of the time and place of said meeting.


MARK BINNS

DENNIS H. WATTS


KENNETH R. KUPCHAR

"Directors"

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA

By _____

Yes

"Sole Shareholder"

CONSENT TO ACTION IN LIEU OF MEETING OF
THE BOARD OF DIRECTORS AND SOLE SHAREHOLDER OF
FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation (the "Corporation"), do hereby consent to the adoption of and do hereby adopt the following actions and resolutions effective December 31, 1997, by this unanimous consent in lieu of joint meeting as authorized by, in compliance with, and pursuant to Delaware law and direct that this consent be filed with the minutes of the proceedings of the Board of Directors and Shareholder:

TRANSFER OF SUBSIDIARY'S SHARES

WHEREAS, the Corporation is the sole shareholder of FLETCHER GENERAL, INC., a Washington corporation ("Subsidiary");

WHEREAS, the Corporation desires to transfer all of its shares in the Subsidiary to the Shareholder by declaring a dividend;

NOW, THEREFORE, IT IS RESOLVED, that the Corporation hereby declares a dividend of all the Subsidiary shares held by the Corporation.

RESOLVED, that each officer of the Corporation be and hereby is authorized, empowered and directed to execute such documents and to take such actions as shall be necessary, desirable or appropriate to give effect to the above actions and resolutions, including without limitation, executing and filing any documents required by the government.

This consent may be executed in multiple counterparts, each of which when executed will be deemed an original, but all of which will constitute one and the same consent, which will be binding upon all signatories notwithstanding that all parties are not signatories to the original or to the same counterpart and irrespective of the date of each counterpart's execution and delivery.

The parties hereto mutually agree that facsimile signatures on this consent and any addenda and/or other document related to the transaction contemplated herein will be binding

95133.01

The undersigned, being all of the Directors and Sole Shareholder of FLETCHER CONSTRUCTION COMPANY (DELAWARE) LIMITED, a Delaware corporation, hereby approve the foregoing consent to all actions set forth therein, and hereby consent to the holding of a joint meeting of the Directors and Sole Shareholder by consent in lieu of meeting and waive all notice of the time and place of said meeting.


MARK DENNIS


DENNIS N. WATTS


KENNETH R. KUPCHAK

"Directors"

FLETCHER CONSTRUCTION COMPANY
NORTH AMERICA

By _____
Its

"Sole Shareholder"

D-256743

FILE NUMBER



DOMESTIC

STATE OF WASHINGTON | DEPARTMENT OF STATE

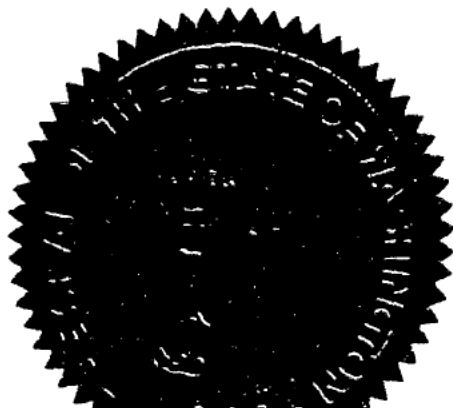
I, **BRUCE K. CHAPMAN**, Secretary of State of the State of Washington and custodian of its seal, hereby certify that

ARTICLES OF INCORPORATION

of WRIGHT SCHUCHART, INC.

a domestic corporation of Seattle, Washington,

was filed for record in this office on this date, and I further certify that such Articles remain on file in this office.



In witness whereof I have signed and have affixed the seal of the State of Washington to this certificate at Olympia, the State Capitol,

May 27, 1976

Bruce K. Chapman

FILED

MAY 27 1976

SECRETARY OF STATE
STATE OF WASHINGTON

ARTICLES OF INCORPORATION
OF
WRIGHT SCHUCHART, INC.

THOMAS B. FOSTER, a person over the age of eighteen years, hereby executes these Articles of Incorporation, in triplicate, for the purpose of forming a corporation under the Business Corporation Act of the state of Washington, as follows:

ARTICLE I

The name of this corporation shall be WRIGHT SCHUCHART, INC.

ARTICLE II

The period of duration of this corporation shall be perpetual.

ARTICLE III

The purposes for which the corporation is organized are:

To engage in the business of construction related activities and any other lawful business permitted under the Washington Business Corporation Act.

ARTICLE IV

The aggregate number of shares which the corporation shall have authority to issue is 50,000 shares, the par value of each of which shares is \$1.00. The shares shall be divided into 10,000 shares of Class A common and 40,000 shares of Class B common stock. Each share of Class A common stock shall be entitled to one vote at shareholders' meetings and no shareholder shall have the right to cumulate his votes in any election of directors. Class B stock shall have no right to vote at shareholders' meetings. The transfer of any share of this corporation shall be subject to the restrictions contained in the corporate bylaws or shareholder agreements.

ARTICLE V

This corporation will not commence business until consideration of the value of at least five hundred dollars has been received for the issuance of shares.

ARTICLE VI

The shareholders shall have no preemptive right to acquire additional shares of this corporation.

ARTICLE VII

The address of the initial registered office of this corporation is 414 Pontius Avenue, N., P. O. Box 3764, Seattle, Washington 98124, and the name of its initial registered agent at such address is Daniel L. Ruthford.

ARTICLE VIII

The initial board of directors shall be six in number. The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors be elected and qualify are:

Howard S. Wright	414 Pontius Avenue N. Seattle, Washington 98124
George S. Schuchart	414 Pontius Avenue N. Seattle, Washington 98124
Daniel L. Ruthford	414 Pontius Avenue N. Seattle, Washington 98124
Robert M. Helsell	414 Pontius Avenue N. Seattle, Washington 98124
William C. Taylor	414 Pontius Avenue N. Seattle, Washington 98124
Thomas B. Foster	4400 Seattle-First National Bank Building Seattle, Washington 98154

ARTICLE IX

The bylaws of the corporation may be adopted, altered, amended or repealed and new bylaws may be adopted by the affirmative vote of a majority of either the shareholders or the directors at a meeting called for that purpose. Any bylaw adopted or changed by the directors may be amended, repealed or altered by an affirmative vote of a majority of the shareholders at the next meeting of shareholders following such action without further notice than this Article.

ARTICLE X

The name and address of the incorporator is Thomas B. Foster, 4400 Seattle-First National Bank Building, Seattle, Washington 98154.

ARTICLE XI

A director or officer of this corporation shall not be disqualified by his office from dealing or contracting with this corporation as vendor, purchaser, creditor, debtor or otherwise. No loan shall be made by the corporation to its officers or directors unless first approved by the holders of two-thirds of the voting shares. The fact that any director or officer, or any firm of which any director is a shareholder, director or officer, is in any way interested in any transaction or contract shall not make the transaction or contract void or voidable, or require the director or officer to account to this corporation for any profits therefrom if the transaction or contract is or shall be authorized, ratified, or approved by (i) vote of a majority or quorum of the board of directors excluding the interested director (ii) the written consent of the holders of a majority of the shares entitled to vote or (iii) a general resolution approving the acts of the directors and officers adopted at a shareholders meeting by vote of the holders of the majority of the shares entitled to vote. Nothing herein contained shall create any liability in the events above described or prevent the authorization, ratification or approval of such transactions or contracts in any other manner.

ARTICLE XII

SECTION 1. Any person who is made or was a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director or officer of this corporation or is or was serving at the request of this corporation as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and with respect to any criminal action or proceeding had no reason to believe his

conduct was unlawful. In any action or suit by or in the right of this corporation to procure a judgment against such a person, no indemnification shall be made in respect of any claim, issue, or matter as to which he shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite an adjudication of liability, he is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. On request of such person who is made or is threatened to be made a party to any such suit, this corporation shall enter into an agreement confirming the foregoing indemnity subject to limitations as provided by law in such instances. The indemnification herein provided for shall continue as to a person who has ceased to be a director or officer of this corporation, shall inure to the benefit of his heirs, executors, and administrators, and shall be in addition to rights of indemnification provided by law.

SECTION 2. This corporation shall pay expenses incurred in defending a civil or criminal action, suit, or proceeding against which a person shall be entitled to indemnification under Section 1 of Article XII in advance of a final disposition of such action upon receipt of an undertaking by or on behalf of the person to repay such amount if the person is not entitled to indemnification as provided by law.

SECTION 3. This corporation may purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer, employee, or agent of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation has or would have the power to indemnify him against such liability under law.

ARTICLE XIII

This corporation shall have the right to purchase its own shares to the extent of unreserved and unrestricted capital surplus available. This corporation may, from time to time, by action of its board of directors distribute to its shareholders out of capital surplus of the corporation a portion of its assets in cash or property.

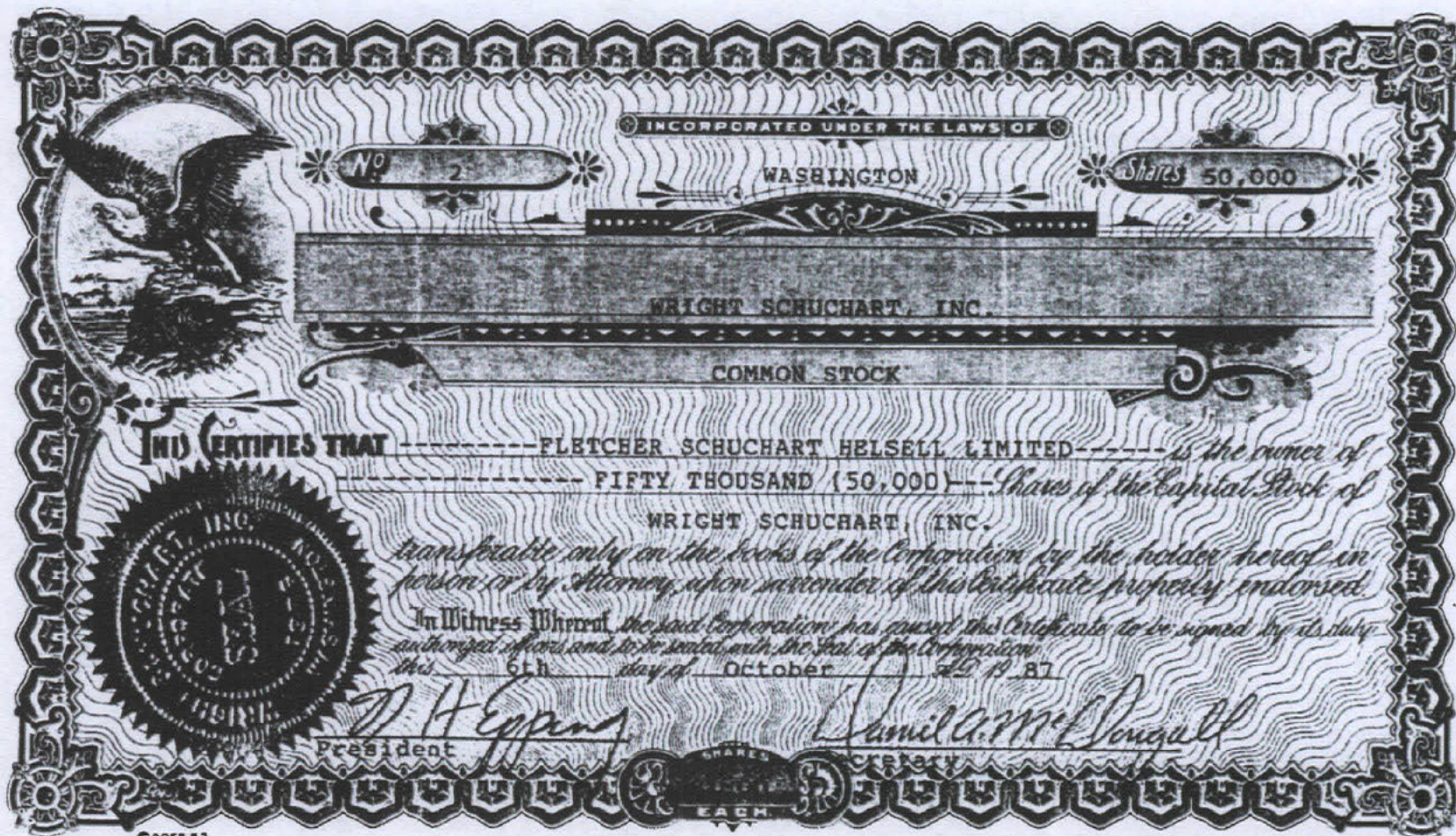
Executed in triplicate this 24th day of May, 1976.

WRIGHT SCHUCHART, INC.

COMMON STOCK REGISTER

<u>Cert.</u> <u>No.</u>	<u>No. of</u> <u>Shares</u>	<u>Date</u> <u>Issued</u>	<u>From</u> <u>_____</u>	<u>Shareholder</u> <u>_____</u>	<u>Date</u> <u>Cancelled</u>	<u>To</u> <u>_____</u>
1	50,000	05/16/84	*	Sprague Resources Corporation	10/06/87	#2
2	50,000	10/06/87	#1	Fletcher Schuchart Helsell Limited		

*From conversion and exchange of all shares of all classes of pre-existing stock pursuant to Amended Articles of Incorporation filed May 16, 1984.



SUBJECT TO RESTRICTIONS ON REVERSE SIDE

The corporation will furnish to any shareholder upon request and without charge a full statement of the designations, preferences, limitations, and relative rights of the shares of each class or series thereof authorized to be issued and the variations in the relative rights of preferences between the shares of each such series so far as the same has been fixed



For Value Received, _____ hereby sell, assign and transfer
unto _____

Shares of the Capital Stock represented by the within
Certificate, and do hereby irrevocably constitute and appoint

to transfer the said Stock on the books of the within named
Corporation with full power of substitution in the premises

Dated _____ 19____

In presence of _____

NOTICE. THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE
OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER